



STARTRADER International (Pty) Ltd

Key Facts Summary

STARTRADER is a brand name of STARTRADER International (Pty) Ltd, an authorised Financial Service Provider ("FSP") registered and regulated by the Financial Sector Conduct Authority ("FSCA") of South Africa under license number 52464, and located at 18 Cavendish Road, Claremont, Cape Town, Western Cape 7708, South Africa.

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1. STARTRADER International (Pty) Ltd

You are entering into an agreement with STARTRADER International (Pty) Ltd ("we", "us" or "STARTRADER"), a regulated broker company registered and headquartered in South Africa (registration number: 2022/435897/07). The Company is a financial service provider authorised and regulated by the Financial Sector Conduct Authority ("FSCA") under FSP license number 52464, governed by the Financial Advisory and Intermediary Services Act, 2002 (Act No. 37 of 2002).

2. CLIENT AGREEMENT

The information provided to you in this Key Facts Summary is important and binding on you. Additional legal terms governing our relationship are detailed in the Client Agreement. If you are applying online, you must complete the application in its entirety and then electronically submit the application to STARTRADER for processing.

3. EXECUTION-ONLY SERVICES

STARTRADER provides services strictly on an execution-only basis. Nothing in this Key Facts Summary or in any agreement issued by us should be interpreted as a recommendation or advice to trade in CFDs, margin FX contracts, or any other derivative instrument.

You remain solely responsible for determining whether any product or transaction is appropriate for you in light of your objectives, financial situation, and risk tolerance. STARTRADER does not provide investment advice, assess suitability, or make representations regarding the performance of any product. The outcome of any transaction will depend entirely on the investment decisions you make.

4. LEVERAGE

Investors are required to deposit funds before they trade as security (initial margins) and to cover all net debit adverse market movement (variation margins) i.e., positions are monitored on a mark-to-market basis to account for any market movements. When clients are making a loss to an extent that they no longer meet the margin requirements, they are required to "top up" their accounts or to "close out" their position.

Leveraging has the effect of magnifying any profits but also magnifies any losses and consequently carries great risk. With a CFD or margin FX Contract, you are only required to provide a small initial deposit (i.e., margin) in order to secure an exposure to the underlying asset subject of the CFD or margin FX Contract. You are not required to provide the amount of the contract value to which the CFD or margin FX Contract relates.

5. RISKS OF TRADING OUR PRODUCTS

This section does not detail ALL risks applicable to the products but rather seeks to highlight the key significant risks involved in trading in the products.

5.1 Leverage

A high degree of leverage is obtainable in trading the products because of the small margin requirements which can work against you as well as for you. The use of leverage can lead to large losses as well as large gains. The impact of leverage is that even a slight fluctuation in the market could mean substantial gains when these fluctuations are in your favor, but that could also mean considerable losses if the fluctuations are to your detriment.

5.2 Foreign Exchange Risk

Our products which are denominated in foreign currency can expose you to fast and large changes to the value of your Account, potentially triggering the need for more margin to be paid by you, including at short or no notice.

5.3 Margin requirements

Before you open a margin FX contract or CFD position, you are required to deposit margin. Additional margin may also be required to maintain your positions until they are closed. The margin requirements are determined by the relevant market maker or liquidity provider to which your trades are referred. These may include:

- the initial and ongoing margin required for the contract;
- margin required to cover any realised or unrealised losses on other positions in your account; and
- margin required to cover adjustments for movements in foreign exchange rates.

If margin requirements are not met, which may occur at little or no notice, some or all of your positions may be closed out without prior notice to you. An imperfect hedge may not necessarily trigger a margin call; however, it may still give the market maker the right to close open positions.

5.4 Stop Loss and Take Profit orders are not guaranteed

You may place Stop Loss or Take Profit orders through the STARTRADER electronic trading platform. However, these order types cannot be guaranteed. Market volatility, price gaps, and unforeseen events may result in orders being executed at the next available price, which may be less favourable than the price level originally specified.

Execution of Stop Loss and Take Profit orders is subject to market conditions and the terms applied by the relevant liquidity provider or market maker. As such, STARTRADER cannot guarantee that these mechanisms will always operate as intended.

5.5 Operational risks

Operational risks in relation to the electronic trading platform are inherent in every margin FX contract or CFD. Disruptions in operational processes – such as failures in communications, computer systems, networks, or external events – may cause delays in the execution or settlement of transactions.

Execution and settlement are dependent on the functionality of systems provided by third-party service providers, including liquidity providers and market makers. STARTRADER is not liable for any loss arising from delays, errors, or failures in operational processes that are outside our reasonable control, including but not limited to faults in the trading platform or in the provision of data by third parties.

5.6 Corporate Actions

There is a risk that a Corporate Action may affect a position. If a Corporate Action occurs, we will reasonably determine what adjustment, if any, to be made to the position to account for the dilutive or concentrative effect of any such event to preserve the economic equivalent of such position immediately prior to the relevant event or to reflect the effect of such event on such position. Any such adjustments will be effective as of a date reasonably determined by us.

5.7 Our Right to Exercise Certain Discretion

You should note that there are several provisions in the Client Agreement that confer discretion on STARTRADER in its capacity as an intermediary, which could affect your ability to transact. These discretions include, but are not limited to:

- Pricing: Prices for products are derived from our liquidity providers and hedging partners. In certain circumstances – such as where there is a system failure, market disruption, or limited trading activity – the prices displayed on the platform may differ from prevailing market prices. In such cases, pricing may be determined with reference to the most recently available data, or as otherwise determined by the relevant liquidity provider in line with market conditions.
- Position Management: We may, acting reasonably, close out all or part of your position, limit the total value of positions you may open, refuse an order, or terminate the agreement between us in circumstances where we consider it necessary, including (but not limited to):
 - to protect our rights under the Client Agreement;
 - to comply with applicable legal or regulatory requirements; or
 - where we reasonably determine that such action is required to preserve the integrity of our systems or protect other clients.

You do not have the power to direct STARTRADER in the exercise of these discretions.

5.8 Execution Risk

Quotes for prices displayed on the STARTRADER electronic trading platform are indicative only and subject to the actual price available at the time your order is executed. STARTRADER endeavours to facilitate the execution of client orders in accordance with instructions received, but there is no assurance that an order will be executed at the exact price specified.

This phenomenon, commonly referred to as “slippage,” may occur during periods of high volatility, low liquidity, or sudden market movements (for example, during major news events or market gaps). In such conditions, orders may be executed at the next available price, which may be less favourable than the requested price.

The execution of your order ultimately depends on the liquidity available at the time through our liquidity providers and market makers. If the market has moved significantly or available liquidity is exhausted at the requested price level, your order will be filled at the next available price.

5.9 Electronic Trading Platform Risk

You are responsible for providing and maintaining the means by which you access the electronic trading platform, which may include (without limitation) a personal computer, modem, telephone, or other access line. While the internet and the World Wide Web are generally reliable, technical problems or other conditions may delay or prevent access. If you are unable to access the electronic trading platform, you may be unable to place or close orders when desired and could suffer a loss as a result.

If the system is unavailable, clients may request order instructions by telephone through a STARTRADER representative, subject to availability.

In unforeseen and extreme market situations — for example, major global events or extraordinary market disruption — access to the electronic trading platform may be suspended temporarily. In such circumstances, execution of orders and closing of positions will be subject to the conditions and pricing available from the relevant liquidity providers or market makers at that time.

STARTRADER may also impose reasonable limits or restrictions on trading activity, including order volume limits, where necessary to preserve system integrity, comply with regulatory requirements, or protect clients and the firm. Any such measures would only be implemented in exceptional circumstances and exercised reasonably.

5.10. Automated trading risks

The STARTRADER electronic trading platform allows clients to connect to and use third-party trading tools and systems (such as automated strategies, expert advisors, copy-trading services, or trading robots). The use of such tools carries a high degree of risk and may result in significant financial losses.

STARTRADER does not control, review, or endorse the logic, coding, or methodologies used by third-party providers in developing their tools and systems. Accordingly, we are not responsible or liable for the operation, performance, or outcomes of these tools when used in connection with the trading platform.

You are responsible for ensuring that any third-party tool or system you choose to use is developed by a reputable provider and, where relevant, that the provider is appropriately licensed or authorised to offer such services.

STARTRADER will not be liable for any losses resulting from the use, failure, or malfunction of automated trading systems, copy-trading services, or other third-party providers.

5.11. Auto-Liquidation

Your open margin FX contract or CFD positions may, without prior notice, be liquidated in whole or in part if the value of your account reaches or falls below the liquidation level applicable to your account. Such liquidations are triggered by the relevant liquidity provider or market maker and may result in realised losses being generated in your account.

You should not rely on automatic liquidation as a means of risk management. It remains your responsibility to ensure that a sufficient margin is maintained in your account at all times. STARTRADER does not guarantee that liquidation will occur in every circumstance, or that it will prevent losses from exceeding your deposited funds.

6. YOUR OBLIGATIONS

When opening and maintaining an account, you are required to comply with the terms of the Client Agreement and all Applicable Laws. It is your responsibility to ensure that you have sufficient funds available to meet margin requirements at all times. If your account balance becomes negative, you are obliged to fund it promptly to return it to a zero or positive balance.

You must monitor your account and open positions on a frequent basis, remain aware of your margin obligations, and ensure that you do not trade in breach of the Client Agreement, platform rules, or any Applicable Law.

7. KEY FEATURES OF OUR PRODUCTS

A Contract for Difference ("CFD") is a leveraged derivative instrument that enables you to speculate on the upward or downward price movements of an underlying asset without acquiring the underlying asset itself. CFDs can reference a wide range of underlying markets, including indices, commodities, and other financial instruments.

Margin foreign exchange ("margin FX") contracts are derivative instruments that operate in an economically similar way to CFDs, with currencies as the underlying asset.

Both CFDs and margin FX contracts are complex financial products that involve leverage, meaning small changes in the underlying price can result in proportionately larger gains or losses.

7.1 Types of Products Available

We offer the following products:

- Margin FX
- Index CFDs
- Energy CFDs
- Share CFDs
- Soft Commodities CFDs
- Precious metals CFDs
- Cryptocurrencies CFDs
- Other products offered from time to time as set out on the Website or the Electronic Trading Platform.

8. FEES AND OTHER COSTS

When trading through the STARTRADER electronic trading platform, you may incur the following costs:

- **Trading commission** – a fee that may be charged on certain products;
- **Spread mark-up** – an adjustment to the bid/offer spread as applied by our liquidity providers; and
- **Overnight financing charges (swaps)** – interest adjustments applied to positions held overnight.

These costs will reduce your account balance and may increase your losses or reduce your profits.

In some cases, STARTRADER may pay a fee or rebate to an introducing broker or affiliate who referred you to our services.

Please note that while STARTRADER does not charge fees for deposits or withdrawals, your bank or payment provider may apply charges, which are outside of our control.

8.1. Administration fee (swap-free accounts only)

Swap-Free Accounts do not pay or receive overnight financing or rollover charges/benefits. Instead, an administration fee is applied to open positions.

This administration fee consists primarily of charges imposed by our liquidity providers, together with a processing fee applied by STARTRADER (currently set at approximately 10%). The fee is intended to cover the costs associated with maintaining swap-free arrangements and is not calculated as an interest charge.

8.2. Transaction Fee

When trading in Share CFDs through the STARTRADER platform, a transaction fee may apply. These fees are determined by reference to the charges applied by our liquidity providers and are passed on to clients as follows:

- **US Share CFDs** – USD 6 per transaction, converted into the currency of your Account.
- **Hong Kong Share CFDs** – HKD 50 or 0.25% of the transaction value (number of contracts × share price × 0.25%), whichever is greater, converted into the currency of your Account.
- **Australian Share CFDs** – 0.08% of the transaction value (number of contracts × share price × 0.08%), with a minimum charge of AUD 8 per transaction.

All transaction fees are deducted directly from your account balance when trades are executed.

8.3. Market Data Subscription Fees

When you trade Share CFDs, a market data subscription fee may be applied to your account. Market data is provided by third-party exchanges and vendors, and is made available to all clients trading via the STARTRADER platform. You will only be deemed a subscriber, and therefore subject to subscription fees, if you transact in Share CFDs.

Market data subscriptions may be modified, suspended, or cancelled if required by the relevant exchange or vendor, or where otherwise necessary to comply with contractual or regulatory obligations. STARTRADER will act reasonably in applying any such changes and, where practicable, will provide notice to affected clients.

8.4. Variation of fees and costs

Fees, charges, and spreads applicable to your account may be varied from time to time. Any such changes will be made in accordance with the Client Agreement and will take effect after reasonable prior notice has been provided to you.

9. BEST EXECUTION

STARTRADER is committed to treating clients fairly and to taking all reasonable steps to obtain the best possible outcome for client orders. In our capacity as an intermediary, we facilitate access to pricing and liquidity provided by our liquidity providers and market makers.

Our Best Execution Policy applies to both retail and professional clients and sets out the factors we consider when handling orders, including price, costs, speed, likelihood of execution and settlement, and any other relevant criteria. While we take reasonable steps to achieve the best possible result, we cannot guarantee that orders will always be executed at the exact requested price or that more favourable pricing will not be available elsewhere.

10. ONBOARDING AND KYC REQUIREMENTS

When you apply for an account, and throughout the course of our relationship, STARTRADER will request information and documentation to verify your identity, residential address, proof and source of funds, and trading knowledge and experience. This is required in order to comply with applicable laws and regulations, including those relating to anti-money laundering and counter-terrorist financing.

In certain cases, we may also be required to conduct an appropriateness assessment to evaluate whether margin trading in derivative instruments is suitable in light of the information you provide. This assessment does not constitute investment advice, and the decision to trade remains solely your responsibility.

We are also required to report information relating to your account activity and transactions to relevant competent authorities, as applicable.

11. MARKET ABUSE, SUSPICIOUS TRANSACTION AND ORDER REPORTING

STARTRADER is required under applicable laws and regulations to identify and report any actual or suspected instances of market abuse or suspicious transactions to the relevant competent authorities.

You must not engage in practices that may constitute market abuse, including but not limited to price manipulation, dissemination of false or misleading information, disruptive trading, or trading on the basis of inside information. Such conduct is strictly prohibited and may result in regulatory investigation, reporting to authorities, and the suspension or termination of your account.

12. CONSEQUENCES OF BREACH OF CONTRACT AND TERMINATION

Either party may terminate this Agreement by providing written notice to the other, without prejudice to any rights or obligations that have already accrued under the Agreement.

Upon termination, or in the event of a breach of the Agreement or an Event of Default, STARTRADER may take reasonable steps to protect the interests of the firm, its clients, and its counterparties. This may include restricting access to the trading platform, suspending or closing your account, and facilitating the closing of open trades through the relevant liquidity providers or market makers.

13. FORCE MAJEURE

If an event occurs that is outside our reasonable control (a "Force Majeure Event") and prevents or materially hinders us, our service providers, or our liquidity providers from performing obligations under this Client Agreement, then such obligations will be suspended for the duration of the Force Majeure Event.

Force Majeure Events may include, but are not limited to: natural disasters, extreme market conditions, acts of government or regulatory authorities, failure of communications or IT systems, power outages, strikes, or the failure of a liquidity provider or market maker.

During a Force Majeure Event, STARTRADER will take reasonable steps to minimise the impact on clients, but shall not be liable for any loss arising directly or indirectly from such events, except to the extent caused by our gross negligence, wilful default, or fraud.

14. COMPLAINT PROCEDURE

If you are dissatisfied with any aspect of our services, you should first raise the matter with your account manager or our support team via the “Contact Us” page on our website.

If you wish to make a formal complaint, please refer to our Complaints Handling Policy, available on our website, which sets out in detail how we will acknowledge, investigate, and respond to your complaint.

Should you remain unsatisfied after following our internal complaints procedure, you may have the right to escalate the matter to the Office of the Ombud for Financial Services Providers (FAIS Ombud) or another relevant authority, as provided for under Applicable Law.